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UNITED STATES OF AMERICA
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UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

17
18 UNITED STATES OF AMERICA,

No. 5:23-CR-00021-JGB

19 Plaintiff,

**GOVERNMENT'S NOTICE OF OTHER
CRIMES, WRONGS, OR BAD ACTS**

20 v.
21

JASON EDWARD THOMAS CARDIFF,

22 Defendant.
23

24 Plaintiff United States of America, by and through its counsel
25 of record, the United States Attorney for the Central District of
26 California and Assistant United States Attorney Valerie L. Makarewicz
27 and Department of Justice Trial Attorneys Sheila B. Berman and Manu
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1 J. Sebastian, files this Notice of Other Crimes, Wrongs, or Bad Acts.

2 Pursuant to Federal Rule of Evidence ("Rule") 404(b), the United
3 States of America hereby provides notice of evidence it intends to
4 admit in its case-in-chief. The government notes that it does not
5 consider all of the evidence set forth below to be covered under Rule
6 404(b) because the evidence may be either necessary to complete the
7 narrative of the charged offenses or inextricably intertwined with
8 evidence regarding the charged offenses. To the extent that any of
9 the evidence set forth below is construed to fall under Rule 404(b),
10 it will be introduced to show motive, intent, and plan.

11 From May 2017 through May 2018, Redwood Scientific Technologies
12 and its related entities ("Defendant's business") entered into
13 multiple future receivables contracts, selling a percentage of daily
14 business receipts to different purchasers in overlapping timeframes.

15 Each purchaser made a lump sum payment in exchange for a
16 percentage of the business' future receivables, up to a fixed dollar
17 total payment amount. Each purchaser's contract has unique language,
18 but they share common features. The contracts include language
19 whereby the signatory on behalf of Defendant's business warrants that
20 the business' future receivables are unencumbered, and each contract
21 imposes limitations on or prohibits Defendant's business from
22 encumbering future receivables prior to full discharge of contractual
23 payment obligations. Despite these express representations,
24 Defendant's business entered into simultaneously operative contracts
25 in order to raise additional cash and misrepresented that all
26 receipts were free of encumbrances.

1 The future receivable contracts were signed by Defendant and/or
2 his wife on behalf of Defendant's business and/or as personal
3 guarantors.

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5 Dated April 26, 2024:

Respectfully submitted,

6
7 E. MARTIN ESTRADA
United States Attorney
8 AMANDA LISKAMM
Director
9 Consumer Protection Branch

10
11 /s/
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